

ARTICLE 17
LEAVES

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4 **17.1 Leaves.** There are various types of leave that the university offers. Employees are responsible for
5 completing all necessary paperwork, informing their supervisors of their leave request, and meeting
6 deadlines before and after the leave. An absence without approved leave or extension of leave shall
7 subject the employee to the provisions of the Discipline Article 16. An employee's request for use of
8 leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993
9 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA
10 and its implementing regulations. When an employee is absent with a serious health condition and wishes
11 to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental
12 Leave Request Form and a UCF Medical Certification Form must be submitted to Human Resources as
13 soon as practicable. When an employee's illness/injury may be covered by the Americans with
14 Disabilities Act (ADA), the provisions of ~~ADA~~Public Law 101-336 shall apply.
15

16 **17.4 Accrual During Leaves with Pay.** An employee shall accrue normal leave credits while on
17 compensated leave in full-pay status, or while participating in sabbatical or professional development
18 programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals
19 or professional development programs, the employee shall accrue leave in proportion to their pay status.
20 Employees who are on leave without pay will not accrue leave.
21

22 **17.6 Holidays.**

23 (a) An employee shall be entitled to observe all UCF-designated holidays. No classes or
24 examinations shall be scheduled on holidays. Classes not held because of a holiday shall not be
25 rescheduled.

26 (b) Supervisors are encouraged not to require an employee to perform duties on holidays; however,
27 an employee required to perform duties on holidays shall have the employee's schedule adjusted to
28 provide equivalent time off, up to a maximum of eight hours for each holiday worked.
29

30 **17.5 Tenure Credit During Periods of Leave.** Time spent on paid or unpaid leave for fewer than
31 160 hours in a semester shall be tenure-earning. A semester during which an employee spends more than
32 160 hours on approved leave, whether paid or unpaid, shall not be tenure-earning unless otherwise
33 mutually agreed to by the employee and the University's representative in writing at the time such leave
34 begins. Approved leaves where more than 160 hours in a semester are taken are automatically non-tenure-
35 earning (mandatory tenure clock extension) unless the leave is granted to perform research/creative
36 activity. An employee may make a written request to the university's representative to modify their
37 existing tenure credit using the tenure clock adjustment form provided by Faculty Excellence.
38

39 **17.2 Requests for a Leave or Extension of Leave of One Semester or More.**

40 (a) For a leave of one semester or more, an employee shall make a written request not less than 120
41 days prior to the beginning of the proposed leave, if practicable.

42 (b) For an extension of a leave of one semester or more, an employee shall make a written request
43 not less than sixty days before the end of the leave, if practicable.

44 (c) The University shall approve or deny such request in writing no later than thirty days after
45 receipt of the request.
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47 **17.3 Return from Leave.** An employee who returns from an approved leave of absence with or
48 without pay shall be returned to the same classification, unless the University and the employee agree in
49 writing to other terms and conditions.
50

51 **17.10 Sick Leave.**

52 (a) **Accrual of Sick Leave.**

53 (1) A full-time employee shall accrue four hours of sick leave for each biweekly pay period, or
54 the number of hours that are directly proportionate to the number of days worked during ~~a less-than-a~~
55 full-pay period, without limitation as to the total number of hours that may be accrued.

56 (2) A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of
57 time employed.

58 (b) **Uses of Sick Leave.** It is the responsibility of the employee to report sick leave when any
59 scheduled time (such as a meeting, office hours, teaching, committee work), or if, due to illness or
60 hospitalization, fewer than eighty hours are worked during the reporting time period. The employee has
61 an obligation to inform their chair/supervisor as far in advance as possible to mitigate disruption to the
62 department/college. When utilizing sick leave, it is not permissible to engage in outside employment or to
63 receive payment for services.

64 (1) Sick leave shall be accrued before being taken, provided that an employee who participates in
65 a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee
66 through the sick leave pool.

67 (2) Sick leave shall be authorized for the following:

68 a. The employee's personal illness/injury, exposure to a contagious disease which would
69 endanger others, or disability where the employee is unable to perform **his/her/their** assigned duties.

70 b. The employee's personal appointments with a health care provider.

71 c. The illness/injury of a member of the employee's immediate family, at the discretion of
72 the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member
73 of the employee's immediate family shall not be unreasonably withheld.

74 d. The death of a member of the employee's immediate family, at the discretion of the
75 supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of
76 the employee's immediate family shall not be unreasonably withheld.

77 (3) A continuous period of sick leave commences with the first day of absence and includes all
78 subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official
79 holidays observed by the State shall not be counted unless the employee is scheduled to work on such
80 days. During any seven-day period, the maximum number of days of sick leave charged against any
81 employee shall be five days, or 40 hours.

82 (4) An employee who requires the use of sick leave must notify their immediate supervisor as
83 soon as practicable and shall report such leave in accordance with UCF's timekeeping procedures.

84 (5) An employee who becomes eligible for the use of sick leave while on approved annual leave
85 shall, upon notifying their immediate supervisor, substitute accrued sick leave to cover such
86 circumstances.

87 (c) **Certification.** If an employee's ~~absence or~~ request for absence ~~or absence~~ exceeds four
88 consecutive days, or if a pattern of absence is documented, the University may require an employee to
89 furnish certification signed by an attending health care provider affirming the medical reasons
90 necessitating the absence and/or the employee's ability to return to work. If the medical certification
91 furnished by the employee is not acceptable, the employee may be required to submit to a medical
92 examination by a health care provider who is not a University staff member, and which shall be paid for
93 by the University. If the medical certification indicates that the employee is unable to perform assigned
94 duties, the university's representative may place the employee on compulsory leave under the conditions
95 set forth in that Section.

96 (d) **Payment for Unused Sick Leave.**

97 (1) An employee with less than ten years of University service who separates from the University
98 shall not be paid for any unused sick leave.

99 (2) An eligible employee who has completed ten or more years of University service, has not
100 been found guilty or has not admitted to being guilty of committing, aiding, or abetting any
101 embezzlement, theft, or bribery in connection with University service, or has not been found guilty by a

102 court of competent jurisdiction of having violated any State law against or prohibiting strikes by public
103 employees, and separates from the University because of retirement for other than disability reasons,
104 termination, or death, shall be compensated for the employee's unused sick leave at the employee's
105 current regular hourly rate of pay for one-fourth of all unused sick leave accrued provided that one-fourth
106 of the unused sick leave does not exceed 480 hours.

107 (3) An eligible employee with ten or more years of University service shall be paid for unused
108 sick leave as indicated above. For an employee who is re-employed by the University within twelve
109 calendar months following layoff, all unused sick leave shall be restored to the employee, provided the
110 employee requests such action in writing and repays the full amount of any lump sum leave payments
111 received at the time of layoff.

112 (4) All payments for unused sick leave shall be made in lump sum and shall not be used in
113 determining the average final compensation of an employee in any State administered retirement system.
114 An employee shall not be carried on the payroll beyond the last official day of employment, except that
115 an employee who is unable to perform duties because of a disability may be continued on the payroll until
116 all sick leave is exhausted.

117 (5) If an employee has received a lump sum payment for accrued sick leave, the employee may
118 elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave.
119 Restoration will be effective upon the repayment of the full lump sum leave payment.

120 (6) In the event of the death of an employee, payment for unused sick leave at the time of death
121 shall be made to the employee's beneficiary, estate, or as provided by law.

122

123 **17.11 Job-Related Illness/injury.**

124 (a) An employee who sustains a job-related illness/injury that is compensable under the Workers'
125 Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not
126 to exceed seven days immediately following the illness/injury, or for a maximum of forty work hours if
127 taken intermittently without being required to use accrued sick or annual leave.

128 (b) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of
129 the period provided in the Article above:

130 (1) The employee may elect to use accrued leave in an amount necessary to receive salary
131 payment that will increase the Workers' Compensation payments to the total salary being received prior to
132 the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation
133 benefits exceed the amount of the employee's regular salary payments; or

134 (2) The employee shall be placed on leave without pay and shall receive normal Workers'
135 Compensation benefits if the employee has exhausted all accrued leave, or the employee elects not to use
136 accrued leave.

137 (c) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's
138 Compensation), Florida Statutes.

139 (d) If, at the end of the leave period, the employee is unable to return to work and perform assigned
140 duties, the University's representative shall advise the employee, as appropriate, of the Florida Retirement
141 System's disability provisions and application process, and may, based upon a current medical
142 certification by a health care provider prescribed in accordance with Chapter 440 (Worker's
143 Compensation), Florida Statutes, and taking the University's needs into account:

144 (1) offer the employee part-time employment;

145 (2) place the employee on leave without pay status or extend such status;

146 (3) request the employee's resignation; or

147 (4) release the employee from employment, notwithstanding any other provisions of this
148 Agreement.

149

150 **17.13 Annual Leave.**

151 (a) **Accrual of Annual Leave.** Academic year employees and employees appointed for less than nine
152 months shall not accrue annual leave.

153 (1) Full-time employees appointed for more than nine months shall accrue annual leave at the
154 rate of 6.77 hours biweekly and the hours accrued shall be credited at the conclusion of each pay period
155 or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of
156 the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year
157 end maximum as of December 31, shall have any excess converted to sick leave on an hour-for-hour basis
158 in the pay period containing January 1 of each year.

159 (2) Part-time employees appointed for more than nine months shall accrue annual leave at a rate
160 directly proportionate to the percent of time employed.

161 (b) **Use and Transfer of Annual Leave.**

162 (1) Annual leave shall be accrued before being taken. All requests for annual leave shall be
163 submitted by the employee to the supervisor as far in advance as possible. Approval of the dates on which
164 an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to
165 the consideration of departmental/unit and organizational scheduling.

166 (c) **Payment for Unused Annual Leave.**

167 (1) Prior to termination from an annual leave accruing contract, or transfer from an annual leave
168 accruing contract to an academic year contract, the university's representative shall determine whether the
169 employee has the ability to reduce their accrued annual leave balance prior to termination or reassignment
170 to an academic year contract. If the employee does not have the opportunity to reduce the balance, the
171 University shall pay the employee for up to forty-four days (352 hours) of unused annual leave. Payment
172 of the accrued annual leave shall be at the employee's last rate of pay under which they were paid in the
173 annual leave accruing position. All unused annual leave in excess of forty-four days (352 hours) shall be
174 forfeit.

175 (2) In the event of the death of an employee, payment for all unused annual leave at the time of
176 death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

177
178 **17.7 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical Leave Act
179 of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is the common name for the federal law providing
180 eligible employees an entitlement of up to twelve workweeks (i.e., 480 hours) of continuous leave or up
181 to 480 hours of intermittent leave without pay for qualified family or medical reasons during a one-year
182 period. This Act entitles the employee to take leave without pay; where University policies permit,
183 employees may use accrued leave with pay at their discretion during any qualifying family or medical
184 leave. Employees are entitled to use FMLA in accordance with law and University policies. The failure
185 to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no
186 way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through
187 the FMLA.

188
189 **17.8 Modified Instructional Duties (MID) in case of birth or adoption.** Employees who elect the
190 MID are ineligible for Paid Parental Leave. ~~Once a modified plan is agreed to by the employee and his or~~
191 ~~her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either~~
192 ~~approve the modified work plan, or work in collaboration with the supervisor and employee to try to~~
193 ~~reach an acceptable solution.~~ If the employee normally has an instructional assignment, then, after
194 consultation with the employee, the supervisor shall determine that the:

195 (a) assignment be changed to a non-instructional assignment for the academic semester during which
196 the child is expected to arrive; or

197 (b) employee's work schedule may be altered.

198 Once a modified plan is agreed to by the employee and his or her supervisor, it shall be reviewed by the
199 dean or vice president. The dean or vice president shall either approve the modified work plan, or work in
200 collaboration with the supervisor and employee to try to reach an acceptable solution.

202 **17.9 Parental Leave Options.** The University provides the following leave options when an
203 employee becomes a biological parent, a child is placed for adoption in the employee's home, or the
204 employee becomes the legal guardian of a child. Modified Instructional Duties are not available for an
205 employee on paid or unpaid parental leave as defined in this section.

206 (a) **Paid Parental Leave.** Paid parental leave may be used no more than twice during the employee's
207 employment at the University. If both parents are employees of the University, only one parent may
208 request paid parental leave under this program for each qualifying event (birth or adoption).

209 (1) **Eligibility.** An employee must be employed on at least a 0.75 FTE line before s/he is eligible
210 to apply for this benefit. This program does not apply to individuals on a temporary, a term limited, or a
211 visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such
212 benefits are permitted by the terms of the contract or grant, the ability to meet a grantor's deliverables, the
213 rules of the funding agency, and adequate funds are available.

214 (2) **Paid Parental Leave Request.** Participation in paid parental leave is contingent upon execution
215 of a signed agreement. An employee shall request the use of paid parental leave in writing and sign a
216 written agreement detailing the terms of the paid parental leave. These forms must be completed no later
217 than three months prior to the anticipated beginning of the leave and the leave must occur no later than a
218 semester immediately following the birth or adoption event. A shorter notice period may be permitted on
219 a case-by-case basis, for good cause and/or special circumstances at the discretion of the university's
220 representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA
221 leave.

222 (3) **Commitment to Return.** The employee must agree in writing to return to University
223 employment for at least one academic year following participation in the program or reimburse UCF
224 within 60 days. This time does not include time awarded for a sabbatical or other type of leave. For
225 example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid
226 parental leave program. In that case, the employee would need to return to active university service for
227 one year for each of the programs; in this example, two academic years.

228 (4) **Repayment and Reimbursement.** Repayment of salary, retirement, benefits, and expenses
229 received during paid parental leave shall be required in those instances where payments are made in the
230 absence of a signed agreement by the employee, or when the employee fails to comply with the terms of
231 the program. An employee who makes use of paid parental leave and who remains in University
232 employment for at least one academic year (calendar year for non-instructional faculty) following
233 participation in the parental leave program shall have the total number of hours used deducted from the
234 employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the
235 employee has remaining at the time of separation from the University, or upon transferring between an
236 annual leave and non-annual leave accruing contract.

237 (5) Employees on paid parental leave cannot engage in outside employment unless approved in
238 advance.

239 (6) **Duration of paid parental leave.**

240 Upon request, one of the following paid parental leave options shall be granted to employees as
241 follows:

242 a. Twelve-month non-instructional, research, and clinical employees shall receive up to 16
243 contiguous weeks of paid parental leave;

244 b. Twelve-month instructional employees have the option of taking leave for the duration of
245 the summer term (usually May 8 until August 7);

246 c. Nine- or twelve-month instructional employees shall receive one regular (Fall or Spring)
247 semester.

248 (b) **Unpaid Parental Leave.**

249 (1) An employee who is ineligible or chooses not to use modified instructional duties (MID)
250 or paid parental leave, the employee may request and shall be granted an unpaid parental leave not to
251 exceed six months.

252 (2) Employees on unpaid parental leave may use up to six weeks of accrued sick leave for
253 the period of leave immediately following the birth of a child (or eight weeks following a C-Section).
254 Parental leave beyond the six-week period may be covered by other accrued paid leave or remain a period
255 of unpaid leave.

256 (3) The period of parental leave shall begin no more than two weeks before the expected date
257 of the child's arrival. Employees must complete the appropriate forms 30 days before the anticipated date
258 of birth or adoption.

259 a. the university's representative shall acknowledge to the employee in writing the period of
260 leave to be granted, and the date of return to employment.

261 b. any illness/injury caused or contributed to by pregnancy, when certified by a health care
262 provider, shall be treated as temporary disability if requested, and the employee shall be allowed to use
263 accrued sick leave credits. In such a case, a Medical or Parental Leave Request Form and a UCF Medical
264 Certification Form is required.

265 **17.15 Leave Without Pay.**

266 (a) **Granting.** If a leave is in the best interests of the university, the university's representative has
267 the ability to grant an employee's request for a leave without pay for a period not to exceed one year.
268 Such leave may be extended upon mutual agreement. Employees on leave without pay must update their
269 conflict of interest/commitment forms if there is any change from their last report. Employees given
270 leaves of more than twelve weeks must return to the University for at least one academic year after their
271 return. If the employee fails to return to the University for at least two consecutive semesters following
272 participation in the program, all fringe benefits must be repaid to the University within 60 days for
273 resignation or job abandonment.

274 (b) **Salary Adjustment.** The salary of an employee returning from uncompensated leave shall be
275 adjusted to reflect all non-discretionary increases distributed during the period of leave. Such leave will
276 not affect eligibility to participate in any special salary incentive programs such as the Research Incentive
277 Award.

278 (c) **Retirement Credit.** Retirement credit for such periods of leave without pay shall be governed by
279 the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida
280 Statutes.

281 (d) **Accrual of Leave/Holiday Pay.** While on leave without pay, the employee shall retain
282 accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to
283 holiday pay.

284 (e) **Use of Accrued Leave During an Approved Period of Leave Without Pay.**

285 (1) Use of accrued leave with pay is authorized during a leave of absence without pay for
286 parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the
287 following conditions:

288 a. Notwithstanding the provisions of this Article regarding the use of sick leave, an
289 employee may use any type of accrued leave in an amount necessary to cover the employee's contribution
290 to the State insurance program and other expenses incurred by the employee during an approved period of
291 leave without pay. Under such circumstances, the employee must use a minimum of ten accrued leave
292 hours per week.

293 b. Normally use of accrued leave during a period of leave without pay for parental or
294 medical reasons shall be approved for up to six months, but may be approved for up to one year for the
295 serious health condition of the employee or a member of the employee's immediate family.

296 c. The employer contribution to the State insurance program shall continue for the
297 corresponding payroll periods.

298 (2) An employee's request for the use of accrued leave during a period of leave without pay
299 shall be made at the time of the employee's request for the leave without pay. Such request shall include
300 the amount of accrued leave the employee wishes to use during the approved period of leave without pay.
301 If circumstances arise during the approved leave that cause the employee to reconsider the combination of
302

303 leave with and without pay, the employee may request approval of revisions to the original approval,
304 which will be reviewed by the University.
305

306 **17.14 Administrative Leaves.**

307 (a) **Jury Duty and Court Appearances.**

308 (1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness
309 in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or
310 witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's
311 annual or sick leave balance.

312 (2) An appearance as an expert witness for which an employee receives professional
313 compensation falls under the Conflict of Interest/Commitment Article 19 and the University's policies
314 and regulations relative to outside employment/conflict of interest. Such an appearance may require the
315 employee to request annual leave, or, in the case of a non-annual leave accruing employee, they may
316 request a modified work schedule.

317 (3) If an employee is required, as a direct result of their employment, to appear as an official
318 witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty
319 shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and
320 travel expenses and shall turn over to the University any fees and other expense reimbursement received
321 by the employee for such appearance.

322 (4) An employee involved in personal litigation during work hours must request annual leave
323 or, if a non-annual leave accruing employee, must request a modified work schedule or record leave
324 without pay.

325 (b) **Military Leave.**

326 (1) **Short-term Military Training.** An employee who is a member of the United States Armed
327 Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official
328 orders, letter from the Commanding Officer or appropriate military certification, shall be granted leave
329 with pay during periods in which the employee is engaged in annual field training or other active or
330 inactive duty for training exercises. Such leave with pay shall not exceed two hundred ~~and~~ forty hours in
331 any one university fiscal year (July 1 – June 30). Additional leave for training may be taken as ordered by
332 the military, however annual leave, compensatory leave or leave without pay may be utilized to cover the
333 additional time necessary for training.

334 (2) **National Guard State Service.** An employee who is a member of the Florida National
335 Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave
336 with pay shall not exceed thirty days at any one time.

337 (3) **Other Military Leave.**

338 a. An employee, except an employee who is employed in a temporary position or employed
339 on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to
340 active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38,
341 United States Code.

342 b. Such leave of absence shall be verified by official orders or appropriate military
343 certification. The first thirty days of such leave shall be with full pay and shall not affect an employee's
344 annual or sick leave balance. The remainder of military leave shall be without pay unless the employee
345 elects to use accumulated annual leave or appropriate leave as provided in this Article, or the employer
346 exercises its option to supplement the employee's military pay. Leave payment for the first thirty days
347 shall be made only upon receipt of documentation from appropriate military authority.

348 c. Applicable provisions of Federal and State law shall govern the granting of military
349 leave and the employee's re-employment rights.

350 d. Use of accrued leave is authorized during a military leave without pay in accordance with
351 this Article.

352 (c) **Leave Pending Investigation.** When the University's representative has reason to believe that
353 the employee's presence on the job will adversely affect the operation of the University, the University's

354 representative may immediately place the employee on leave pending investigation of the event(s) leading
355 to that belief. The leave pending investigation shall commence immediately upon the university's
356 representative providing the employee with a written notice. The leave shall be with pay, with no
357 reduction of accrued leave.

358 (d) **Other Leaves Provided Not Affecting Accrued Leave Balances.** An employee may be granted
359 the following other leaves not affecting their accrued leave balances ~~which are provided as follows:~~

360 (1) Florida Disaster Volunteer Leave is provided for an employee who is a certified disaster
361 service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen
362 working days in the fiscal year may be provided upon request of the American Red Cross and the
363 employee's supervisor's approval. Leave granted under this act shall be only for services related to a
364 disaster occurring within the boundaries of the State of Florida.

365 (2) Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire
366 department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to
367 perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a
368 member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search
369 and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the
370 university's representative and shall not exceed two days on any one occasion.

371 (3) Athletic competition leave is provided for an employee who is a group leader, coach, official,
372 or athlete who is a member of the official delegation of the United States team for athletic competition.
373 Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and
374 engaging in the competition for the period of the official training camp and competition, not to exceed 30
375 days in a calendar year.

376 (4) Leave for re-examination or treatment with respect to service-connected disability is provided
377 for an employee who has such rating by the United State Department of Veterans Affairs and has been
378 scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of
379 having been so scheduled, such leave not affecting the employee's leave balances shall be approved and
380 shall not exceed six calendar days in any calendar year.

381 (e) **Official University Closings.** The University's representative may close the University, or
382 portions of the University, in accordance with University policies and regulations relating to natural
383 disasters or other emergencies. Such closings will be only for the period it takes to restore normal
384 working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave
385 balances and should be recorded as administrative (ADM) leave. University closures that cause leave-
386 earning employees to miss regularly scheduled assigned time (such as office hours, departmental meeting,
387 etc.) shall be reported by the employee after such an event as ADM in accordance with UCF's
388 timekeeping procedures.

389 **17.12 Compulsory Leave.**

390 The purpose of compulsory leave is to provide employees with illness, injury, or other performance-
391 limiting conditions the opportunity to dedicate themselves to recovery and/or healing with the hope of
392 returning the employees to a productive status. In the event that an employee is unable to return,
393 compulsory leave enables a transparent process. This section of the Agreement outlines the process used
394 to determine an employee's fitness for duty and/or their prognosis for returning fit for duty.

395 (a) **Placing Employee on Compulsory Leave.**

396 (1) If a health care provider certifies that an employee will not be able to perform assigned
397 duties due to injury/illness for three months or longer, the president or representative employee shall be
398 placed the employee on compulsory leave.

400 (2) If an employee is perceived to be unable to perform assigned duties due to illness/injury or
401 physical/cognitive decline, medical certification, the president or university representative may place the
402 employee on paid administrative leave during which time the employee is obligated to seek an
403 appointment as described below. The employee would then be required the employee to submit to a
404 medical examination, the results of which shall be released to the University, by a health care provider

405 chosen and paid by the University ~~through its EAP provider who is acceptable to the employee~~, or by a
 406 health care provider chosen and paid by the employee who is also acceptable to the president or
 407 representative. Such health care provider shall submit the appropriate medical certification(s) to the
 408 University.

409 a. If the University agrees to accept the employee's choice of a health care provider the
 410 University may not then require another University-paid examination for at least six months.

411 b. It is the responsibility of the employee to notify the university in a timely manner of any
 412 delay in scheduling or completing the required medical evaluation. If the employee does not make
 413 arrangements for a medical examination during their period of paid administrative leave, the employee
 414 shall be terminated at the end of the paid administrative leave.

415 c. Prior to the medical examination, the health care provider shall be provided a description
 416 of the employee's job duties and information from the appropriate AESP about what would constitute
 417 satisfactory performance by the employee.

418 ~~(2) If the University agrees to accept the employee's choice of a health care provider the~~
 419 ~~University may not then require another University-paid examination.~~

420 d. (3) If the medical examination confirms/establishes that the employee is unable to perform
 421 assigned duties, the ~~university president or~~ representative shall place the employee on compulsory leave.

422 **(b) Conditions of Compulsory Leave.**

423 (1) Written notification to the employee placing the employee on compulsory leave shall include
 424 the duration of the compulsory leave period and the conditions under which the employee may return to
 425 work. These conditions may include the requirement of the successful completion of, or participation in,
 426 a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care
 427 provider, as appropriate.

428 (2) The compulsory leave period may be leave with pay or leave without pay. If the compulsory
 429 leave combines the use of accrued leave with leave without pay, the use of such leave shall be in
 430 accordance with this Article.

431 (3) If the employee fulfills the terms and conditions of the compulsory leave and receives a
 432 current medical certification that the employee is able to perform assigned duties at least eight weeks
 433 before the compulsory leave expires, the ~~president or university's~~ representative shall return the employee
 434 to the employee's previous duties, if possible, or to equivalent duties.

435 (c) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration
 436 of recovery from the illness/injury or one year, whichever is less.

437 (d) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the
 438 employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work
 439 and perform assigned duties at the end of a leave period, the president or representative ~~should~~shall advise
 440 the employee, as appropriate, of the Florida Retirement System's disability provisions and application
 441 process, and ~~may, based upon the University's needs:~~

442 ~~(1) offer the employee part-time employment;~~

443 ~~(2) place the employee in leave without pay status in or extend such status;~~

444 ~~(3) request the employee's resignation; or~~

445 ~~(4)~~ release the employee from employment, notwithstanding any other provisions of this
 446 Agreement.